IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

)	
)	Case No. 18-22605 CMB
)	Chapter 13 Docket No.
)	Docket No.
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NOTICE OF PROPOSED MODIFICATION TO CONFIRMED CHAPTER 13 PLAN DATED JULY 16, 2018

- Pursuant to 11 U.S.C. Section 1329, the debtor has filed an Amended Chapter 13
 Plan dated October 30, 2019 that is attached hereto. Pursuant to the Amended
 Chapter 13 Plan, the debtor seeks to modify the confirmed Plan in the following
 particulars:
 - a. The Chapter 13 Plan payment will increase to \$845.00 per month effective November 2019.
 - b. PNC Bank will begin receiving \$385.26 per month effective October 28, 2019.
- 2. The proposed modification to the confirmed Plan will impact the treatment of the claims of the following creditors in the following particulars:
 - a. PNC Bank will begin receiving \$385.26 per month.

- 3. The debtor submits that the reasons for the modification are as follows:
 - a. Debtor fell behind in his Chapter 13 payments and the Plan payment is being increased in order to cure the arrears during the remaining Plan term.
 - b. PNC Bank will begin receiving \$385.26 per month as per the Notice of Mortgage Payment Change.
- 4. The debtor submits that the requested modification is being proposed in good faith and not for any means prohibited by applicable law. The debtor further submits that the proposed modification complies with 11 U.S.C. Sections 1322(a), 1322(b), 1325(a) and 1329 and, except as set forth above, there are no other modification being sought by way of this Amended Chapter 13 Plan.

WHEREFORE, the debtor respectfully requests that this Court enter an Order confirming the Amended Chapter 13 Plan and for such other relief the Court deems equitable and just.

Respectfully submitted,

October 31, 2019 DATE /s/ Lauren M. Lamb

Lauren M. Lamb, Esquire Attorney for the Debtors STEIDL & STEINBERG Suite 2830 – Gulf Tower 707 Grant Street Pittsburgh, PA 15219 (412) 391-8000 PA I. D. No. 209201 Fax No. (412) 391-0221 llamb@steidl-steinberg.com

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Fill in this info	ormation to identify you	ır case:						
Debtor 1		S. Middle Name	Miller Last Name		р	Check if this is	elow	the
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name	-		ections of the een changed	•	that have
United States Ba	nkruptcy Court for the Weste	ern District of Pennsylv	⁄ania		2.1, 3.	.1		
Case number	18-22605-CMB							
	District of Pen	-	019					
Part 1: Not	ices							
To Debtors:	indicate that the opt	tion is appropriate	in your circumsta	me cases, but the presences. Plans that do natrol unless otherwise o	ot cor	nply with loca	ıl rule	
	In the following notice	to creditors, you mu	ıst check each box th	at applies.				
To Creditors:	YOUR RIGHTS MAY	BE AFFECTED BY	THIS PLAN. YOUR	CLAIM MAY BE REDUC	CED, M	ODIFIED, OR	ELIM	INATED.
	You should read this pattorney, you may wish	•	scuss it with your atte	orney if you have one in the	his bar	nkruptcy case.	If you	ı do not have a
	ATTORNEY MUST F THE CONFIRMATION PLAN WITHOUT FUR	ILE AN OBJECTIO N HEARING, UNLE RTHER NOTICE IF I	N TO CONFIRMAT ESS OTHERWISE O NO OBJECTION TO	CLAIM OR ANY PROVI ON AT LEAST SEVEN (PROBRED BY THE COU CONFIRMATION IS FILE CLAIM IN ORDER TO B	(7) DA IRT. .ED. S	YS BEFORE T THE COURT IN SEE BANKRUP	THE I	DATE SET FO CONFIRM THI RULE 3015. I
		following items.	If the "Included" k	r(s) must check one bo ox is unchecked or bo				
payment				ch may result in a partia on will be required to		ncluded	•	Not Included
	of a judicial lien or no l (a separate action will		•	curity interest, set out i	in (Included	•	Not Included
1.3 Nonstanda	ard provisions, set out i	n Part 9			(☐ Included	•	Not Included
	n Payments and Len	gth of Plan						
Part 2: Pla								
	make regular payment	s to the trustee:						
1 Debtor(s) will Total amount of			aining plan term of 4	4 months shall be pa	aid to	the trustee fror	n futu	ure earnings as
1 Debtor(s) will		er month for a rema		4 months shall be pa		the trustee fror	n futu	ure earnings as
1 Debtor(s) will Total amount of follows:	of \$ <u>845.00</u> pe	er month for a rema				the trustee fror	n futu	ure earnings as

2.2	Additional payments:								
	Unpaid Filing Fees available funds.	s. The balance of \$	sha	ll be fully paid by	the Trustee to t	he Clerk o	f the Bankruptcy	Court from the first	
	Check one.								
	None. If "None" is	checked, the rest of Se	ection 2.2 need not b	e completed or re	eproduced.				
		make additional pay of each anticipated pay		ee from other so	ources, as spec	cified below	w. Describe the	source, estimated	
2.3	The total amount to				the trustee b	ased on t	ne total amoun	t of plan payments	
	plus any additional s	ources of plan fundir	ig described above).					
Pai	rt 3: Treatment of	f Secured Claims							
3.1	The debtor(s) will r the applicable cont arrearage on a list ordered as to any i	checked, the rest of Sometime contract and noticed in collect and collect paid tem of collateral listed	ection 3.1 need not b ontractual installmen oformity with any ap in full through disbu in this paragraph, th	pe completed or re t payments on th plicable rules. The rsements by the nen, unless other	eproduced. e secured claimese payments trustee, withou	will be dist t interest. the court,	oursed by the tru If relief from the all payments up	ustee. Any existing e automatic stay is	
	as to that collateral	will cease, and all sec	ured claims based o Collateral	n that collateral w	vill no longer be	treated by	the plan. Amount of	Start date	
	Name of Creditor		Jonateral		installme payment		arrearage (if any)	(MM/YYYY)	
	PNC Bank Acct # ending in 1	155	1016 Phillips Street Baden, PA 15005 Payment does not in	clude escrow	\$38	35.26	\$0.00	10/2019	
3.2	Insert additional claims Request for valuation Check one.		of fully secured cla	aims, and modifi	cation of unde	rsecured	claims.		
		None. If "None" is checked, the rest of Section 3.2 need not be completed or reproduced.							
	The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.								
	The debtor(s) will request, <i>by filing a separate adversary proceeding</i> , that the court determine the value of the secured claims listed below.								
	For each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column headed <i>Amount of secured claim.</i> For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below.								
	The portion of any allow amount of a creditor's unsecured claim under	secured claim is listed	l below as having n	o value, the cred	litor's allowed o	laim will b	e treated in its		
	Name of creditor	Estimated amount of creditor's total claim (See Para. 8 below)	2011410141		Amount of claims senior to creditor's claim	Amount of secured claim	of Interest rate	Monthly payment to creditor	
		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$0.00	

Entered 10/31/4901/39:49:5318-2120986NMain Debtor(\$\mathbb{C} a\mathbb{B} \text{c} a \mathbb{B} \text{c} \text{201605-CMB} Doc 64 Filed 10/31/19 Page 5 of 11 Document 3.3 Secured claims excluded from 11 U.S.C. § 506. Check one. None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced. The claims listed below were either: (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee. Name of creditor Collateral Amount of claim Interest Monthly payment to creditor rate \$0.00 0% \$0.00 Insert additional claims as needed. 3.4 Lien Avoidance. Check one. None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien. Name of creditor Collateral **Modified principal** Interest Monthly payment balance* rate or pro rata \$0.00 0% \$0.00 Insert additional claims as needed. *If the lien will be wholly avoided, insert \$0 for Modified principal balance. 3.5 Surrender of Collateral.

Check one.

None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.

The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5.

Name of creditor Collateral

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3.6 Secured tax claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
Beaver County Tax Claim Bureau	\$8,197.26	Real Estate	9%	1016 Phillips Street Baden, PA 15005	2015-2018

Insert additional claims as needed.

Part 4:

Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to Steidl and Steinberg .	In addition to a retainer of \$500.00	(of which \$500.00 was a
payment to reimburse costs advanced and/or a no-look costs deposit) already paid by or on behalf of the debtor	r, the amount of \$ <u>3,400.00</u> is
to be paid at the rate of \$200.00 per month. Including any retain	ner paid, a total of \$ in fees and	d costs reimbursement has beer
approved by the court to date, based on a combination of the n	o-look fee and costs deposit and previous	usly approved application(s) fo
compensation above the no-look fee. An additional \$ w	vill be sought through a fee application to b	e filed and approved before any
additional amount will be paid through the plan, and this plan contai	ns sufficient funding to pay that additional	amount, without diminishing the
amounts required to be paid under this plan to holders of allowed unse	ecured claims.	
Check here if a no-look fee in the amount provided for in Local Ba debtor(s) through participation in the bankruptcy court's Loss Mitig		

4.4 Priority claims not treated elsewhere in Part 4.

compensation requested, above).

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

^{*} The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

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4.5	Priority Domestic Sur	port Obligations not assigned or	r owed to a governmental unit.
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	If the debtor(s) is/are currently paying Domestic Support Obligations through existing state court order(s) and leaves this section blank, the debtor(s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders.					
	Check here if this payment is for prepetition a	arrearages only.				
	Name of creditor (specify the actual payee, e.g. SCDU)	PA Description		Claim	Monthly payment or pro rata	
				\$0.00	\$0.00	
	Insert additional claims as needed.					
Lock one. None. If "None" is checked, the rest of Section 4.6 need not be completed or reproduced. The allowed priority claims listed below are based on a Domestic Support Obligation that has been assigned to or is owed to governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). This provision requires the payments in Section 2.1 be for a term of 60 months. See 11 U.S.C. § 1322(a)(4). Name of creditor Amount of claim to be paid						
				\$0.00		
	Insert additional claims as needed.		_			
l.7	Priority unsecured tax claims paid in full.					
	Name of taxing authority	Total amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods	
		\$0.00		0%		
	Insert additional claims as needed.			 -	 -	

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Part	E.

Treatment of Nonpriority Unsecured Claims

5.1	Nonpriority unsecured claims not separately cla	assified.					
	Debtor(s) ESTIMATE(S) that a total of \$0.00	_ will be available for dis	tribution to nonpriority unsec	cured creditors.			
	Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of alternative test for confirmation set forth in 11 U.S.		paid to nonpriority unsecur	ed creditors to comply	with the liquidation		
	The total pool of funds estimated above is NOT available for payment to these creditors under the percentage of payment to general unsecured cred of allowed claims. Late-filed claims will not be paid pro-rata unless an objection has been filed within t included in this class.	plan base will be determ itors is 0%. T d unless all timely filed cla	ined only after audit of the percentage of payment ims have been paid in full.	olan at time of complet may change, based up Thereafter, all late-filed	ion. The estimated on the total amount delaims will be paid		
5.2	Maintenance of payments and cure of any defar	ult on nonpriority unsec	ured claims.				
	Check one.						
	None. If "None" is checked, the rest of Section	n 5.2 need not be comple	ed or reproduced.				
	The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below on which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrearage amount will be paid in full as specified below and disbursed by the trustee.						
	Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)		
		\$0.00	\$0.00	\$0.00			
	Insert additional claims as needed.			-			
5.3	Postpetition utility monthly payments.						
	The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file an amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.						
	Name of creditor	Monthly pag	ment Postpetit	ion account number			

Name of creditor Monthly payment Postpetition account number
\$0.00

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5.4	Other separately classified n	onpriority unsecured claims.								
	Check one.									
	None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.									
	The allowed nonpriority un	secured claims listed below are separa	ately classified and	d will be treated as follo	ows:					
	Name of creditor	Basis for separate cla treatment			rate pa	timated total yments trustee				
				\$0.00	0%	\$0.00				
	Insert additional claims as need	ded.								
Pai	rt 6: Executory Contrac	ts and Unexpired Leases								
6.1	and unexpired leases are rejective. Check one. None. If "None" is checked.	unexpired leases listed below are a ected. d, the rest of Section 6.1 need not be of installment payments will be disk. Description of leased property or executory contract	completed or repro	oduced.		lisbursed by the				
			\$0.00	\$0.00	\$0.00					
	Insert additional claims as need	ded.								
Pai	rt 7: Vesting of Property	y of the Estate								
7.1	Property of the estate shall no	ot re-vest in the debtor(s) until the d	lebtor(s) have co	mpleted all payments	under the confi	rmed plan.				
Pai	rt 8: General Principles	Applicable to All Chapter 13 Pla	ans							

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- 8.4 Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- **8.5** Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

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Part 10: Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X	X	
Signature of Debtor 1	Signature of Debtor 2	
Executed on	Executed on	
MM/DD/YYYY	MM/DD/YYYY	
X/s/ Lauren M. Lamb	DateOct 30, 2019	
Signature of debtor(s)' attorney	MM/DD/YYYY	

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